

**TWO PART BID**

**JODHPUR VIDYUT VITARAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM&C)
NEW POWER HOUSE, INDUSTRIAL AREA, JODHPUR –342 003**

Corporate Identity Number (CIN)-U40109RJ2000SGC016483GST No.08AAACJ8578R1ZJ

TELEPHONE: 0291-2651376

FAX: 0291-2746539

Mail Address: semmcjdvvn@gmail.com

SPECIFICATION NO. JDVVNL/SE (MM&C)/TN-1742

Tenders are hereby invited for purchase of Polycarbonate seals (Double Anchor Type) which is to be downloaded from www.jdvvn.com and <http://sppp.rajasthan.gov.in> and submitted in the office of SE (MM&C), JdVVNL, Jodhpur. The details are as under-

S.No	Name of Item	Quantity (Approx)	Estimated unit f.o.r. price is Rs.
1.	Double Anchor Tamper Evident Polycarbonate seals	1400000 Nos.	2.99

A.	NIT No.	TN-1742
B.	Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME unit of Rajasthan: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
C.	Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
D.	Bid security	In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (Appendix-B) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- duly notarized (excluding surcharge on Stamp Paper, as per rules)
E.	Validity	120 days from the next date of opening of techno-commercial bid.

The micro , small & Medium Scale Industries of Rajasthan and sick Industries , other than Small Scale Industries , whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self attested documentary evidence duly attested by notary to claim the above

IMPORTANT DATES:

S.N.	Events	Date & Time	Location
1.	Last Date of downloading of tender specifications	Up to 09.12.2021 (04:00 PM)	www.jdvvn.com & http://www.eproc.rajasthan.gov.in
2.	Deposit of cost of:- (i)Tender Specifications (ii) Processing fee (iii) Performa of Bid security declaration form	Up to 09.12.2021 (4:00 PM)	Office of Sr. A.O (Cash & CPC) / SE (MM&C), JdVVNL , New Power House, Industrial Area, Jodhpur
3.	Last Date & time of submission of electronic bid	Up to 10.12.2021 (12:00 PM)	http://www.eproc.rajasthan.gov.in
4.	Opening of Technical Bid	10.12.2021 (03:00 PM)	http://www.eproc.rajasthan.gov.in
5.	Opening of Price Bid	To be intimated separately to the qualified bidders	http://www.eproc.rajasthan.gov.in

INDEX

Section-I	Instructions to bidders	
Section-II	General Conditions of Contract	
Section-III	Technical Specification For Polycarbonate seals (Double Anchor Type) Against TN-1742	
Schedule-I	Schedule of Requirement	
Schedule-II	Prices	
Schedule-III	Details of Standards.	
Schedule-III A	Pre Qualification Requirement (PQR)	
Schedule-IV	Price Schedule (BOQ)	To be uploaded online
Schedule IV A	Details of tendered quantity, quantity offered along with justification with reference to qualifying Requirement)	The Bidder is required to justify quantity offered as per qualifying Requirement.
Schedule V	Departure from Guaranteed Technical Particulars.	
Schedule V A	Guaranteed Technical Particulars	
Schedule VI A	Departure from the requirement of Technical Specification.	
Schedule VI B	Departure from commercial terms & conditions of specification	
Schedule VII	List of Past supplies.	
Schedule VII A	C.A. Certificate for Quantity Justification	
Schedule VII B	Undertaking for C.A. Certificate	
Schedule VIII	Delivery schedule.	
Schedule IX	List of equipment & technical hands available with the tendering firm.	
Schedule X	General Particulars about the bid in brief	
Schedule XI	Format of Affidavit for Rajasthan MSME	
General	Amendments in ITB & GCC and addendum in ITB	
Appendix-A	Performa for Bank Guarantee in lieu of Bid Security	
Appendix-B	Form of bid security declaration	
Appendix-C	Declaration by the bidder	
Annexure-A	Self attested undertaking	

1. Tender documents will be made available on e-Tendering portal www.eproc.rajasthan.gov.in The bidders, in their own interest are requested to read very carefully the tender document before submitting the bid only through online on website www.eproc.rajasthan.gov.in . The bidders can download bid up to 04:00 p.m. one day prior to schedule date of opening of respective bid mentioned above documents and submit their bids online up to 12:00 p.m. on schedule of respective bid mentioned above.
2. Eligible bidders should submit their bid well in advance instead of waiting till last date, JdVVNL will not be responsible for non-submission of bids due to any website related problems.
3. The cost of Tender specification **Rs. 2950/-**(Non-Refundable) (50% for MSME of Rajasthan) to be paid by Demand Draft in Favour of the Sr. Accounts officer (Cash & CPC), JdVVNL, Jodhpur and tender processing fees Rs. **1000/-** shall be payable by demand draft in favour of The Managing Director RISL, Jaipur (Non- Refundable). The bidders are required to deposit all these payments in the office of the SE(MM&C), JdVVNL, Jodhpur up to 4.00 PM one day prior to date of tendering otherwise their bids are liable to be rejected.
4. In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (**Appendix-B**) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- duly notarized (excluding surcharge on Stamp Paper, as per rules). Above Declaration should be furnished in favour of SUPERINTENDING ENGINEER (MM&C), JdVVNL, JODHPUR and which should be deposited to the Sr.AO(MM&C) JdVVNL, JODHPUR upto 4.00 p.m. of one WORKING day prior to schedule date of opening of technical bid and receipt of the same should be uploaded by the bidder along with the tender documents. . At the time of furnishing the form of Bid Securing Declaration, the bidder shall also furnish self attested and duly attested by Notary, the documentary evidence of SSI / MSME unit of Rajasthan or of sick unit (as applicable) along with affidavit as per schedule XI on Non-Judicial Stamp of Rs. 100/-

**TECHNICAL SPECIFICATION FOR DOUBLE ANCHOR TAMPER EVIDENT
POLYCARBONATE SEALS AGAINST TN-1742.**

(SECTION-III)

SCOPE:

The specification covers the design, manufacture, testing at manufacturers works, supply and delivery at destination stores of Double Anchor Tamper Evident Poly-carbonate Seals for sealing of Meter body and terminal covers of energy meters, Meter Box, CT-PT Units etc. with non-corrosive, non-magnetic stainless steel sealing wire. These seals shall also be used for sealing the meters, metering equipments and inspected materials.

The requirement is of 14,00,000 Nos. Double Anchor Tamper Evident Poly-carbonate Seals.

The Double Anchor Tamper Evident Poly-carbonate Seals shall conform to the Nigam's specification as under:

1. Material of Double Anchor Tamper Evident Poly-carbonate Seals :

The raw material used for Double Anchor Tamper Evident Poly-carbonate Seals shall be of M/s. Dow Caliber Ltd., Switzerland (Grade-201-15), M/s.GE Plastic, Singapore (Grade 143R), M/s. Dupont, Japan (Grade IV-20) or any other manufacturer having better properties as under :-

Sr.No.	Properties	Poly-carbonate
1.	Melting temperature	280 ^o C to 295 ^o C
2.	USE	Engineering
3.	Softness	Hard
4.	Durability	Weather effect resistance
5.	Transparency	Fully transparent (long time transparency)

2. Service Conditions (Climatic Conditions) :

The meters to be supplied against this specification should be capable of performing and maintaining required accuracy under extreme hot, cold, tropical and dusty climate and solar radiation typically existing in state of Rajasthan (India). The meter shall be required to operate satisfactorily and continuously under the following tropical climatic conditions.

1	Maximum ambient air temperature	55 deg.C
2	Maximum ambient air temperature in shade.	45 deg.C
3	Maximum temperature attainable by the meter exposed to sun.	60 deg.C
4	Minimum ambient temperature	(-) 5 deg.C
5	Average daily ambient air temperature	40 deg.C
6	Maximum relative humidity	95%
7	Number of months of tropical monsoon condition	4 months
8	Maximum attitude above mean sea level	1000 meters
9	Average annual rain fall	10-100 cm
10	Maximum wind pressure.	200 kg/sq.m

3. Colour of Seal :

The female portion of the Polycarbonate Seal(s) shall be available in Clear /Red/Green colour and should be transparent (see through) type, which shall give complete visualization of its fixing mechanism and shall show clear indication if tampered.

4. Design and Construction of Seal :

- a) **Design:** The seal shall be Double Anchor (Push Fit) type tamper evident with double locking. There shall not be any change in size, shape or design of the seal than the approved samples. If the seal is found different than the approved design / shape / size, the same shall be out rightly rejected. The double anchor should not be so soft that it can be easily pressed before sealing, so that after pressing the seal can not be opened.
- b) **Thickness :** The wall thickness of seal should be minimum one (1)mm.
- c) **Serial No. of the Seal :** Non repeat seven digits Serial numbers including Code number shall be laser etched/ embossed during moulding/ thermo engraved (It should not be Screen printed) in contrast colour on Front side of capsule body (female part).
- d) **Monogram:** The seal shall have embossed/ laser etched printed of monogram of JDVVNL on front side and month and year of manufacture in figure embossed on the backside. The laser etched printing should be through complete thickness of polycarbonate.
- e) **Seal Wire:** The non-corrosive, non-magnetic stainless steel twisted wire (26 gauge) confirming to IS: 280 shall be used. The seal wire shall not have affect of magnet i.e. it should not attract to magnet. The length of the sealing wire should be minimum 8” twisted two strand pull resistant stainless steel wire fixed to the seal. The diameter of each individual strand should be of 0.4 to 0.5 mm. dia and overall diameter of the seal wire shall be 0.8 to 1.0 mm. The No. of turns shall be minimum 20 per inch. The seal wire should be inserted at the female and male part during the process of moulding itself. It should be continuous and visible throughout the length of the wire. The wire shall be intact such that it can not be pulled out after sealing.

The seal wire insert hole should be just sufficient for passing the seal wire and hole of larger dia is discouraged.

- f) **Tolerance:** - Tolerance to the tune of +/- 10% is allowed in respect of number of turns per inch of seal wire.

5. General Construction:

The seal shall be capable to withstand temperature upto 147° C without any damage / deformation.

The seal shall be designed for a single use only and if tampered with the help of pliers, knife or any other sharp instruments, the seal shall be damaged and due to its transparent property, the sign of internal tampering shall be easily detected. Also once opened, it can not be re-used. The seal shall be made in such a way that, it can be easily locked with the help of finger and thumb pressing no tools shall be required to close the seal in the laboratory or at site. Both the parts shall be designed in such a way that they can not be separated and the attachment shall be flexible and shall not break. After inserting the seal wire through female part, the cap of the male part shall be fitted in the female part in such a way that it should not leave any space to avoid insertion of any sharp tools for opening of seal body of the female part in hot or cold condition. The seal shall have also the following features:-

- a) Tamper resistance and reliable.
- b) Environmentally safe as it does not contain any lead.
- c) Withstand long-term exposure to direct sunlight.
- d) Required no tools for installation.
- e) Transparent.
- f) Heat resistance.

6. Testing:

The seals shall be inspected / tested as a acceptance test at the manufacture's works before dispatch in presence of authorized representative of purchaser for the following tests:

- i) **Physical Dimensional Check-up :** The seals shall be subjected to visual check-up for verification of workmanship and other features as mentioned above including shape / design / dimensions as per approved drawing / samples.
- ii) **Boiling Water Test:** The seal when emerged in the boiling water for two hours there shall not be any affect on the seal and it shall remain intact condition i.e. the seal should not become soft, but instead should turn out to trail and easily break thus showing easily the tampering signs if it eventually happens. Even, with the help of any sharp instrument, pulling with plier i.e. by applying mechanical force, the male portion shall not come out from the female part (body seal). In case, it comes out, the same shall damage the seal, so that it can not be re-used.
- iii) **Pull Out Test:** After locking the seal, if the male part / insert is pulled with mechanical force with the help of plier or any other instrument, sharp instrument etc. at normal condition, the seal should not get unlocked without any damage and when such condition occurs, it should leave traces of tampering.
- iv) **Seal Wire :** In case, if someone tries to pull the seal wire and in any of the tests as mentioned above at (ii) & (iii) in that case the male / female portion of the seal should be damaged and the same can be seen visually being a transparent one.
- v) **Chemical Test:** The seals shall be kept in the concentrated acid for minimum one hour in locked condition. The same shall remain in tact condition and if try to unlock the seal, the same shall be damaged.
- vi) **Temperature withstand test:** The seal should be tested for 30 minutes at 147 degree C. temperature without damage/ deformation.

In short, if the seal is tested for any of the above tests, in no condition the male and female part shall be separated out without affecting / damaging the seal. In case, if they are separated, the seal shall have sufficient tamper evident. Also, if seal wire is pulled out from the seal in any of the above tests, it shall not come out from the seal without damaging seal.

7. Sampling Criteria:

For carrying out above acceptance tests at manufacturer's works shall be selected at the rate of 0.2% of the offered quantity with minimum 5 samples selected at random from the each lot offered for each circle.

The seals used in testing shall be destroyed in the presence of Nigam's Inspecting Officer.

8. Supply Schedule:

After placement of order the purchaser will intimate delivery schedule wing wise i.e. Green color for I&S, Clear color for M&P & Red for O&M with Code No. and Sr.No. of the seals. The seals shall be manufactured only after receipt of the delivery schedule and as per the delivery schedule unless specifically instructed or otherwise.

9. Random Testing:

As per the sampling criteria the random testing of the material in MST,CPH, Jodhpur Discom, Lab., Jodhpur after receipt in the stores irrespective of the fact whether or not it was inspected before dispatch will be carried out and in case of any failure, the entire lot shall be rejected at the risk & cost of the supplier.

10. Guarantee:

The seals shall be guaranteed for a minimum period of two years. In case, if any defect in design and manufacturing is noticed within the guarantee period, the seals shall be replaced within one month free of cost. The defective seal found in the field viz. STORES/FIELD OFFICERS shall be collected by the supplier at their risk and cost and shall be destroyed at their works in the presence of purchaser's representative. For the replacement of seals, revised Sr. No. shall be provided by the purchaser.

11. Replacement of rejected seals:

In case material are found not in accordance with the prescribed specification/approved drawings and/ or the approved samples the same will be rejected and supplier shall replace the rejected material free of cost within one month from the date of intimation. The lot(s) of replaced seals will also have to be got inspected from purchaser's representative.

12. Special feature:

A secret code shall be given to each bidder on whom the Nigam places the order and secret code shall be embossed / Laser Printed on the Double Anchor portion. There will not be any name of the bidder embossed/laser printed on the seals but only JDVVNL logo, Sr.No., Month and Year of manufacture or any other symbol given by the Nigam shall be embossed/ laser printed. After completion of supply of order, the die of the secret code of the seals shall be surrendered to the Nigam by each bidder on whom the order is placed. Before commencing the supply 15 Nos. of sample seals shall have to be approved from the purchaser.

13. Patent:

Seals should be patented or design should be registered with patent office. Copy of Patent / lease should be submitted along with the offer.

14. Test Certificate(s):

The bidder shall have to submit test certificates for the type of offered seals from NABL/Govt. approved Laboratory. The supplier shall not dispatch the materials unless and until test certificate(s) are approved by the purchaser.

15. Packing and Forwarding:

The bidder shall be responsible for suitable packing of seals, circle wise. The supplier shall have to supply each 100 seals in chronological order i.e. arranging in serially, tied with the steel wire forming a loop and the same shall be packed in polythene bag with labels furnishing Sr.No. of seals and name of the circle and further in cardboard boxes.

16. Tender Samples :

The samples of each item offered shall be submitted before the due date and time of submission of tender. The sample(s) submitted shall be strictly conforming to the specification and drawing of the material offered. If the sample is found to be not as per specification/drawing the offer will not be considered and no correspondence from the tenderer for accepting supplies to the Nigam's requirement will be entertained. The tenderer shall have to submit fifteen (15) Nos. of each type of offered seals. The tender without samples shall be rejected and not considered. The sample seals shall be tested as per specification/drawing/relevant standards.

17. Submission of drawing:

The tenderer shall submit their drawing for approval along with copy of tender document wherever the Nigam's drawing is not specified and attached with the

specifications. The drawing submitted shall be strictly conforming to the sample and to the specifications.

18. Quality of Supplies :

All materials supplied shall be strictly as per specification laid down and in strict accordance with and as per the approved standard samples.

19. Sample before commencing bulk supplies :

- a) Before taking up the manufacture of the bulk supply, the successful bidder(s) will have to submit samples for approval to the purchaser within 7 days from receipt of the detailed order.
- b) No bulk supply should be made unless the sample is approved by the purchaser.

20. Delivery Schedule :

The bidder is required to quote monthly delivery. The delivery of quoted quantity should be completed in 7 months period from the date of approval of Pre-Commencement sample and allotment of circle which ever is later. Firm shall furnish Pre-Commencement sample within 7 days from the receipt of Purchase Order. In case ordered quantity is different than quoted quantity then monthly delivery shall be adjusted proportionately. Tenders in which monthly delivery schedule is not indicated shall be ignored.

21. Form of undertaking :

On placement of order, bidders shall have to give undertaking as desired by the Jodhpur Vidyut Vitran Nigam Limited.

22. ADDITIONAL ORDER

Repeat orders for additional quantities, up to a maximum of 50% of original ordered quantities, may be placed by the Nigam, on the same rates, terms and conditions given in the contract.

23. As GST act has been effected from 01.07.2017, therefore, BOQ has been prepared accordingly with applicability of GST. Further, old tax structure wherever appearing in ITB/GCC/Specification may be replaced by GST as per notification. Further, GST registration number of Jodhpur Discom is 08AAACJ8578R1ZJ.

24. Every Micro, Small & Medium enterprises of Rajasthan shall be required to submit an affidavit in schedule-XI, along with duly filled bid document



SCHEDULE-I

SCHEDULE OF REQUIREMENT (TN-1742)

DOUBLE ANCHOR TAMPER EVIDENT POLYCARBONATE SEALS UNDER SPECIFICATION NO. JDVVNL/SE/MM&C/TN-1742

S.No.	Description of the equipment required	Approx. Quantity (Nos.)
1.	Double Anchor Tamper Evident Polycarbonate Seals	14,00,000 Nos.

NOTE:-The quantities as mentioned in the schedule of requirements are tentative and may increase/decrease as per the requirement of the Nigam.

SCHEDULE- II

**PURCHASE OF DOUBLE ANCHOR TAMPER EVIDENT
POLYCARBONATE SEALS AGAINST TN-1742.**

PRICE ARE 'FIRM'

SCHEDULE – III

JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking
Prescribed technical specification for supply of

(Name of Material/Equipment/Machinery/T&P etc.)

S.No.	Technical specification to which material/equipment/Machinery/T&P shall confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.
-------	---	--	---------------------------

Certified that we agree to all the aforesaid technical specification except at S.No..... for which our technical specification shall be as under:-

S.No.	Technical specification to which material/equipment/Machinery/T&P shall confirm	Name of IS/other standard specification to which material should confirm	Other particulars if any.
-------	---	--	---------------------------

(Signature)
Name & Designation
with seal of the bidder.

SCHEDULE-III-A

QUALIFICATION REQUIREMENT

TN- 1742

ITEM:- DOUBLE ANCHOR TAMPER EVIDENT POLYCARBONATE SEALS.

The bidder should fulfill following qualifying requirements for successful participation in the tender along with relevant documentary evidence supporting each qualifying requirement without which the offer shall be considered non-responsive & rejected.

1.0 STATUS OF BIDDER:-

- a) The bidder should be a Manufacturer of offered items. The offers from Sole Distributor / Sole Selling Agent / Authorized Dealer shall not be entertained.
- b) The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest. For this bidder is required to furnish a Declaration as per Appendix-C, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).
- c) Old/ New suppliers:- Any bidder located within or outside the state of Rajasthan has participated for the first time in a particular Discom & meeting minimum qualification requirement and has supplied the tendered material/or of higher rating in other utility shall be treated as an old supplier. Rajasthan's firms although supplied in past but not meeting minimum quantity supplied criterion including altogether new units which have not supplied any quantity but having adequate & required manufacturing and testing facility and technical know-how of the tendered material shall be considered as new firms and would be eligible for trial order only.

2.0 PAST SUPPLY & PERFORMANCE CRITERIA :-

The bidder shall meet both past supply and performance criteria as detailed below for opening of tenders:-

2.01 PAST SUPPLY:-

2.01.01 The bidder is required to quote for minimum 10% of tendered quantity, failing which the offer may be considered Non-Responsive.

2.01.02 The bidder should have designed, manufactured / fabricated, tested and supplied to utility / Discoms / Govt. Departments at least 2XQQ (QQ being the quoted quantity) of DOUBLE ANCHOR TAMPER EVIDENT POLYCARBONATE SEALS in last three financial years from the date of opening of techno-commercial bid.

Note: Requirement of quantity manufactured, minimum quantity to be offered and amount of Bank Guarantee to be furnished shall be reduced to 25% for Rajasthan based units.

2.01.03 In support of fulfillment of the past supply criteria, the bidder shall furnish documentary evidence in the form of certificate from Chartered Accountant in the following manner:-

1. The CA certificate should be furnished by the firm duly notarized by the notary public along with the signature of CA.
2. The CA certificate should be furnished on the letter head of CA and information should be in prescribed format of QR.
3. The CA certificate should have the membership no. with name & address of the CA.
4. The CA certificate clearly indicate the quantity supplied, type of material supplied, voltage, current and accuracy class etc. of the material year wise.
5. The CA certificate should be signed by concerning firm/supplier along with seal.

Any deviation to format or information diverted format, will not be considered and rejected.

Note:- Rajasthan based firms not meeting minimum quantity supplied criterion but having manufacturing and adequate testing facility and technical know how shall be considered as new firms and would be eligible for trial order only.

2.02 **PERFORMANCE CRITERIA:-**

- 2.02.1 i) If a bidder has supplied up to 50% of ordered quantity in previous tender up to date of opening of subsequent tender and scheduled delivery period expired, the bid of such bidder will not be opened in the Discom for that item.
- ii) However, if the supplies have been completed for a quantity more than 50% but not completed up to date of opening of subsequent tender and scheduled delivery period expired, the quantity equal to the quantity pending in previous tender for that item shall be reduced from the subsequent tender quantity to be allocated to the bidder.

3.0 **Documents:-**

- 3.01) The bidder shall clearly indicate the deviations such as Technical Deviations & Commercial Deviations in the prescribed proforma only. The deviations indicated elsewhere in the bid shall not be accepted.
- 3.02) The bidder must clearly fill up each and every particular of Guaranteed Technical Particulars annexed with Technical Specification otherwise he will be responsible for Technical Non-Responsiveness.
- 3.03) The bidder should possess adequate testing facilities for carrying out routine & acceptance test of items as per relevant standard at their works. The bidder shall furnish documentary evidence in support for conducting routine & acceptance test.

4.0 **POOR RECORD OF PERFORMANCE AND DELIVERY:**

Severment of business relations will be done in case of following circumstances for the period and with the recovery mentioned against each:

i) When vendor does not accept order awarded on its accepted price and terms and conditions or does not comply with contractual formalities.	Forfeiture of EMD/cancellation of vendor registration to recover amount of EMD along with severment of business relations for three years from the date of issue of order.
ii) When vendor complies with contractual formalities but does not commence supplies.	Levy of maximum recovery on account of delay in delivery along with severment of relations for a period of 2 years from the date of issue of order or in next two bids whichever is later along with forfeiture of EMD / cancellation of vendor registration.

5.0 (A) Black listing of a firm:

After having given Show Cause Notice of 30 days, and having established & cogent reasons for blacklisting of the firm as given below, the firm should immediately be blacklisted for a period of 5 years indicating reasons of doing so, in the letter itself, and a copy of such blacklisting should be given to the firm, with the approval of CLPC:-

(i) There are sufficient and strong reasons to believe that the supplier or his employee has been guilty of malpractices such as manhandling/misbehavior with Government official by supplier or his partner/employee, bribery, corruption or abatement of such a offence in a position where he could corrupt Nigam's official, fraud, vitiating fair tender process including substitution of or interpolation in tender, mis-representation, pilfer-aging or unauthorized use or disposal of Nigam's material issued for specific work etc.

(ii) Where a supplier or his partner or his representative has been convicted by a court of Law for offences involving moral turpitude in relation to the business dealing or where security considerations including suspected disloyalty to the Nigam/state so warrant the blacklisting.

(iii) If the State Bureau of Investigation or any other authorized investigating agency recommends for blacklisting after completing the investigation.

Note: - 1 If a supplier after having tendered for a supply or after negotiations gives application voluntarily vitiating the fair tendering process, it shall also tantamount to malpractice.

Note:-2 A register containing the reasons for blacklisting the supplier as also the names of all the partner of the suppliers and the allied concerns coming within the effective influence of the blacklisted supplier will be maintained.

Note: - 3 A register of black listed supplier will be maintained which will not only include suppliers enlisted with the Enlisting Authority but also black listed suppliers in Nigam.

Note :-4 A Black listed supplier (i) shall not be entitled for registration in any of the Discom (ii) shall not be awarded any supply order in future in any Discom during the notified period.(iii) his registration if any shall stand cancelled immediately and his registration security /EMD/S.D. shall stand forfeited. (iv) In case of blacklisting of the firm by any one of Discom for the cogent prescribed reason(s) as stipulated above, the same shall be applicable to all the three Discoms and as a consequence of blacklisting, all the pending orders to that firm, will be cancelled in all three (3) Discoms with immediate effect. However in respect of completed/executed contract G.P. obligations as well as other liabilities shall be fulfilled by the supplier.

(B) Severment of Business relation:

(a) After having given Show Cause Notice of 30 days, and having established & cogent reasons for Severment of business relation as given below, the firm should immediately be severed the business relations for a period of 2 to 3 years indicating reasons of doing so, in the letter itself, and a copy of such severment should be given to the firm, with the approval of CLPC:-

(i) The supplier continuously refuses to pay Nigam dues without showing adequate reasons and where the purchasing authority is satisfied that no

reasonable dispute attracting reference to Settlement Committee or Court of Law exists for the supplier's action of non-supply.

(ii) When vendor does not accept LOI/detailed purchase order awarded on its accepted prices and terms & conditions or does not comply with the contractual formalities.

(iii) When vendor/supplier who otherwise completed contractual formalities but does not commence supplies on the date of opening of technical bid of the fresh tender/completion of schedule delivery period whichever is later.

Note-1-In case supplier does not deposit outstanding dues towards Nigam, even after completion of severment period, the period of severment will continue.

2. Severment done purely/ mainly on account of non-deposition of dues against the supplier/vendor/contractor could be lifted by CLPC, if the dues are deposited prior to the expiry of such severment period.

3. On severment of business, the EMD/SD/vendor registration security will be forfeited.

4. The orders in execution satisfactorily will not be cancelled other than the order on which severment have been done.

(C) DEBARMENT

Reasons on which Debarment can be made:-

(i) The competent authority may debar the supplier on account of his performance or other disabilities, if it is no longer considered fit to remain under vendor registration as per his obligation under vendor registration.

(ii) If at any subsequent stage of inspection of firms after award of contract, it is found that firm does not have sufficient tech. staff or required/necessary technical equipments, the purchasing authority can debar the firm for one year or next tenders whichever is later. The debarment will be lifted only on re-inspection of firm's works; the defects noticed earlier are fully rectified to the satisfaction of Nigam.

(iii) When contract agreement executed and supplies commenced but could supply only up to 50% of ordered quantity and scheduled delivery period expired, then the firm can be debarred for one year or next tender whichever is later in that Discom only for that particular item/rating/ capacity/size etc.

(iv) The suppliers who have been awarded contract for supply of material is not adhering to the periodic delivery schedule, the contract awarding authority reserve the right to terminate the contract and may debar the firm in participating in tender for a period of 2 to 3 years.

Note:-1. On debarment, the EMD/ SD/Vendor Registration security shall be forfeited.

(D) A Bidder debarred under section 46 of the RTTP Act 2012 shall not be eligible to participate in any procurement process undertaken by-

- (a) any Procuring Entity, if debarred by the State Government; and
- (b) a Procuring Entity if debarred by such procuring Entity

6.0 APPEALS AND APPLICATIONS:-

Appeal against the order of blacklisting, severment and debarment can be filed before BOD within a period of 3 months from the date of intimation. The letter of appeal will be addressed to the order placing authority. Who will process the case for placing the matter in B.O.D. with in a period 60 days. The BOD may reduce or waive the penalty, if sufficient reasons/supporting documents are furnished by the supplier.

GENERAL CONDITIONS : - (ALL CONDITIONS BE DULY SIGNED & SEALED)

I) All documents required in the prescribed format are to be furnished along with the bid itself only (wherever it is required), failing which the bid will be summarily rejected.

SCHEDULE-IV A

Must be filled-in by the tenderer and attach with technical bid (Part-I)

To,
The Superintending Engineer (MM&C),
Jodhpur Vidyut Vitran Nigam Limited,
Jodhpur.

Dear Sir,

With reference to your invitation to tender against specification No. **JDVVNL/SE/MM&C/TN-1742**, we agree to supply the following quantity:-

S. No	Particulars of Items	Tendered Quantity	Qty. Offered	Justification of quantity offered as per Qualifying Requirement	Status of Type Test Certificates.
1.	2.	3.	4.	5.	6.
1	Double Anchor tamper Evident Polycarbonate Seals.	1400000 Nos.			

1. The offer is valid for a period of 120 days after the date of opening of this tender.
2. It is noted that the quantity as mentioned in the specification are approximate and we agree to supply any quantity as per your requirement.
3. The delivery shall strictly be in accordance with our delivery schedule as given in Schedule-VIII of this specification. In case we fail to deliver the materials as indicated in the clause No.1.23 of GCC (Section-II), we are liable to pay recovery for delay in delivery as per clause No.1.24 of this Section-II of this specification.
The material shall conform to your specification No.JdVVNL/SE(MM&C)/ TN-1742 and as per relevant ISS in all respect.
4. We conform that we agree to all the terms & conditions as well as the technical stipulation of your specification No. JdVVNL/SE(MM&C)/TN-1742 and there are no deviations other than as specified in the Schedule-VI (A & B).
5. The prices offered against this specification shall be FIRM.

Yours faithfully,

Signature of bidder with stamp
Dated

SCHEDULE – V



JODHPUR VIDYUT VITRAN NIGAM LIMITED

A Govt. of Rajasthan Undertaking

Statement of guaranteed technical particulars and other performance data for supply of
..... (Name of material) against specification
no.....

S.No.	Particulars of technical & other performance data guaranteed.
-------	---

Certified that we agree to all the aforesaid technical particulars and other performance data except following:-

S.No.	Particulars of technical & other Performance data	Reasons for deviations/departure.
-------	---	-----------------------------------

(Signature)
Name & Designation
with seal of the bidder.

Schedule- V 'A'
**GUARANTEED TECHNICAL PARTICULARS FOR DOUBLE ANCHOR TAMPER
EVIDENT TRANSPARENT POLYCARBONATE SEALS AGAINST TN-1742**

S. NO.	PARTICULARS	TO BE FURNISHED BY BIDDER
1	NAME & ADDRESS OF MANUFACTURER	
2	WORK'S ADDRESS	
3	RAW MATERIAL OF POLYCARBONATE SEALS	
4	PROPERTIES OF MATERIAL	
i)	USE	
ii)	SOFTNESS	
iii)	DURABILITY	
iv)	TRANSPARENCY	
5	COLOUR OF THE SEALS	
6	WHETHER DESIGN & CONSTRUCTION OF SEAL IS AS PER SPECIFICATION (GIVE DETAILS)	
7	THICKNESS OF SEAL	
8	WHETHER ETCHING/EMBOSSING OF SERIAL NO.IS AS PER SPECIFICATION (GIVE DETAILS)	
9	WHETHER PRINTING OF MONOGRAM IS AS PER SPECIFICATION	
10	MAX. WITHSTAND TEMPERATURE (UPTO 147 DEG.C.)	
11	WHETHER SEAL HAVE FOLLOWING PROVISIONS	
a)	TAMPER RESISTANT AND RELIABLE	
b)	ENVIRONMENTALLY SAFE AS IT DOES NOT CONTAIN ANY LEAD	
c)	WITHSTAND LONG TERM EXPOSURE TO DIRECT SUNLIGHT	
d)	REQUIRED NO TOOLS FOR INSTALLATION	
e)	TRANSPARENT	
f)	HEAT RESISTANCE	
12	GUARANTEE OF SEAL (MIN.2 YRS.)	
13	WHETHER SEAL IS PATENTED /DESIGN REGISTERED & COPY OF SAME IS ENCLOSED.	
14	WHETHER SEAL WIRE IS PROVIDED IN THE SEALS AS PER SPECIFICATION.	

Signature

Name & Designation with
seal of the firm

SCHEDULE – VI (A)



JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking

DEPARTURE/DEVIATION FROM TECHNICAL SPECIFICATION

The bidder shall state under this schedule the departure from the Purchaser's specification in respect of technical is as under:-

S.No.	Main Deviations from Technical Specification.
-------	---

Certified that we agree to all the technical specification of the NIT except for the deviation to the extent indicated above.

(Signature)
Name & Designation
with seal of the bidder.

SCHEDULE – VI (B)



JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking

DEPARTURE FROM COMMERCIAL TERMS & CONDITIONS OF THE
SPECIFICATION

The bidder shall state under this schedule the departure from the Purchaser's specification in respect of Commercial terms & conditions:-

S.No.	Main Deviations from Specification.
-------	-------------------------------------

Certified that we agree to all the commercial terms & conditions as laid down in General Conditions of Contract to the specification except for the deviation to the extent indicated above.

(Signature)
Name & Designation
with seal of the bidder.

SCHEDULE – VII

JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking

LIST OF PAST SUPPLIES

The bidder shall state under this schedule whether material and equipments, similar to those offered in the tender have been previously supplied by him. A list shall be given of such orders executed by him together with information regarding the names of purchasing organizations, quantities supplied and when the supplies were effected. This list should be in form given below:-

S.No.	Detailed particulars of items supplied Completion	Qty in Nos.	Order No. & Date	Name & details of purchasing authority	Date of
1	2	3	4	5	6

If executed partially mentioned Nos.)	whether still to be executed	Delivery stipulated in order	Remarks	to be (Qty. in
7	8	9		10

Note: Separate schedules are to be furnished by the bidder for past supply to the JdVVNL, Jodhpur other State Electricity Boards and other Departments / Organizations.

(Signature)
Name & Designation
with seal of the bidder.

SCHEDULE-VIIIA

PROFORMA FOR C.A. CERTIFICATE FOR QUANTITY VERIFICATION
TN No.1742

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. _____ (complete with address) have manufactured and supplied the goods / equipments / material during the following financial year(s) to the Electrical utilities / Government Department / Discoms / SEBs as detailed out below :

FOR THE LAST THREE FINANCIAL YEAR FROM THE DATE OF OPENING OF TECHNO-COMMERCIAL BID.

S. No.	Financial Year in which material supplied	Detailed particulars of item(s) supplied	Name & particulars of Purchasing Authority	Order No. & date against which item(s) supplied.	Unit	Ordered		Actual supplied upto		Remarks
						Qty.	Value (Rs.)	Qty.	Value (Rs.)	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

Signature
 Name & Designation
 With Seal of the Tenderer
 Date _____
 Place _____

Signature & seal of C.A
 Name :
 Address :
 Membership No.

UDIN No.

The above particulars are true and correct based on explanations, records and books of accounts produced before us. Further the above certificate has been issued on the request of the company.

CA Firm(_____)

Note: The CA certificate must be signed by the bidder and C.A. firm on the letter head of C.A. The details i.e. address of C.A. & membership No. shall clearly be mentioned on CA certificate. In case CA certificate is not signed by the bidder/ furnished without membership no. & address of C.A. then same may not be considered for which responsibility rests with the bidder.

Schedule-VII B

**UNDERTAKING FOR CA CERTIFICATE (TO BE FURNISHED ON NON-JUDICIAL
STAMP WORTH Rs.100/- & DULY NOTARIZED)**

I/WE UNDERTAKE THAT THE CA CERTIFICATE SUBMITTED AS PER THE REQUIREMENT OF PRE-QUALIFICATION REQUIREMENTS, FOR ADJUDGING THE PAST SUPPLIES ,UNDER THE SUBJECT TENDER, TN-_____ , IS CORRECT AND I, UNDERSIGNED WILL BE SOLELY RESPONSIBLE FOR ANY DEVAITION/ DISCREPANCY/ IN-CORRECT INFORMATION , IF EVER NOTICED IN THE CA CERTIFICATE.

FURHER, IN CASE, IF ANY DEVAITION/DISCREPANCY/IN-CORRECT INFORMATION IS NOTICED IN THE CA CERTIFICATE FURNISHED WITH THE BID, AT ANY STAGE DURING PROCESSING/ CURRENCY OF TENDER, DISCOM CAN TAKE THE ACTION AGAINST THE FIRM
M/s _____

_____ AS PER THE
RULES & REGULATIONS.

(SIGNATURE)
NAME & DESIGNATION
WITH SEAL OF THE
BIDDER

SCHEDULE – VIII

JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking

DELIVERY SCHEDULE
PART-A

The delivery schedule of the material by the Purchase Officer is as mentioned hereunder:-

S.No. of Material	Particulars	Commencement period	Rate of supply per Month	Period for completion of delivery of entire material
1.	Double Anchor Tamper Evident Polycarbonate seals	7 days (for submission of sample)	-	7 months in equal installment from the date of approval of Pre-Commencement sample

PART-B

In case bidder deviates from the delivery schedule mentioned by the purchaser in Part-A then the delivery schedule shall be indicated/mentioned by the bidder as under:-

S.No. completion of delivery of entire material	Particulars	Commencement of Material	Rate of supply period per Month.	Period for per Month of
---	-------------	--------------------------	----------------------------------	-------------------------

- Note:**
1. During the commencement period the process of model assembly and submission of B.O.M. for approval shall be got completed.
 2. During the commencement period the contractual formalities shall be got completed.

(Signature)
Name & Designation
with seal of the bidder

SCHEDULE – IX

JODHPUR VIDYUT VITRAN NIGAM LIMITED
A Govt. of Rajasthan Undertaking

List of Equipments and Technical Hands Available with the Firm
 (To be filled in by the bidders & enclosed with the bid)

Manufacturers and / or their authorized agents who are quoting against this bid are requested to furnish the following information along-with the bid. The Purchaser will have the discretion to ignore the bid without the under noted particulars and/or ignore the bid particulars.

1.	Name and Address of Manufacturer (With landline, fax and mobile no.)	
2.	Official email ID	
3.	GSTIN No.	
4.	Whether firm is proprietorship/partnership/ Limited (Please give details and also enclose copy of memorandum of constitution of firm along with name of directors/ partners/proprietor & their address.	
5.	Place where works exist (indicate the name of the only one works from where you want to supply the offered material).	
6.	Details of machinery particularly with B.H.P. of each item installed.	
7.	Details of staff employed in the works	
8.	Date when started the manufacturing of item under reference	
9.	List of items manufactured.	
10.	Literature and drawings of items manufactured showing their description, size, design and other important technical particulars	
11.	Details of order so far, executed alongwith the names of organization to whom supplied.	
12.	Manufacturing capacity.	
13.	Is the workshop open for inspection by the representative of the board, if required?	
14.	Statement of financial resources and Banking Reference along with Balance-Sheet for previous two years	
15.	Testing facilities available for the manufactured articles in the testing laboratory of works.	
16.	Whether the Firm is a small/medium/large scale industry.	
17.	Registration No. with :-	
	i. Small Scale, National/State.	
	ii) DGTD	
	iii) State Industries Department	

(Signature)

Name & Designation
with seal of the bidder.

Schedule – X**GENERAL PARTICULARS ABOUT THE TENDER IN BRIEF**

**JODHPUR VIDYUT VITRAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (MM&C)
NEW POWER HOUSE INDUSTRIAL AREA, JODHPUR.
TELEPHONE: 0291-2742223 / FAX:- 0291-2746539**

**BID DOCUMENTS FOR PURCHASE OF DOUBLE ANCHOR TAMPER
EVIDENT POLYCARBONATE SEALS UNDER SPECIFICATION NO.**

JdVVNL/SE/MM&C/ TN-1742

A.	NIT No.	TN-1742
B.	Cost of Specification	Rs. 2,950.00 (Two Thousand Nine Hundred & Fifty only) For MSME unit of Rajasthan: Rs. 1,475 (One Thousand Four Hundred & Seventy Five only)
C.	Processing of RISL	Rs. 1,000.00 per set (One Thousand only)
D.	Bid security	In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (Appendix-B) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- duly notarized (excluding surcharge on Stamp Paper, as per rules)
E.	Validity	120 days from the next date of opening of techno-commercial bid.

The micro, small & Medium Scale Industries of Rajasthan and sick Industries , other than Small Scale Industries , whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self attestdocumentary evidence duly attested by notary to claim the above.

VERY VERY IMPORTANT

The bids not accompanied with qualification requirement, technical requirement indicated in the specification and other requirement given here under will be considered as incomplete offer and sufficient grounds for offer to be passed over:

1. Capacity, capability and competency proofing documents.
 - a. Capacity /orders of similar and higher rating of tendered equipment booked as on date of bidding with type and rating and construction details of equipment for which order received be indicated.
 - b. Copy of purchase orders of Erstwhile RSEB /SEB`S / Electric Utilities / Govt.
2. Departments / Discom for similar or higher rating equipment latest executed.
3. Year wise past experience for last 5 years of similar or higher rating of tendered equipment.
4. The details of testing facilities available at the works and copies of latest type test certificates, carried out on similar ITEM.
5. Quality assurance plan.
6. Complete guaranteed technical particulars, out lines and general arrangement drawings along with Bill of Material.

7. Bids without Section-I, II, III & Schedules (I to XI) shall be rejected.
8. Bids shall be furnished **in the office of SE (MM&C), JdVVNL, Jodhpur.**
9. JdVVNL has the right to reject any offer on the basis of track record of poor performance in execution of previous order / equipment supplied /after sales service while evaluating the Techno-Commercial bid.
10. JdVVNL reserves the right to accept minor deviations in standard terms and conditions and also in technical and constructional features as specified in the technical specification (**Section-III**).
11. Deviation of any kind shall not be quoted in price bid, if found quoted, the same shall be ignored.
12. The following facilities are to be provided by the supplier at his own cost to the inspecting officer of Nigam (JdVVNL):-
 - i. Suitable accommodation.
 - ii. Local conveyance between arrival point, place of stay, works and departure point.
 - iii. The supplier shall assist in arranging return ticket and reservation on the request of the inspecting officer for which the payment shall be made by the inspecting officer. In case of joint inspection, single or shared double room accommodation shall be provided

(Signature)

Name & Designation
with seal of the bidder.

Schedule-XI

(TO BE FURNISHED ON NON-JUDICIAL STAMP WORTH Rs.100/- & DULY NOTARIZED)

FORMAT OF AFFIDAVIT

I _____ S/o _____ Aged _____ Yrs. _____
Residing at _____ Proprietor/Partner/Director of
M/s _____ do hereby solemnly affirm and declare that:

(a) My/Our above noted enterprise M/s _____ has been issued
acknowledgement of Entrepreneurial Memorandum Part II by the District Industries
Centre _____ . The acknowledgement No. is _____ dated
_____ and has been issued manufacture of following items:

Name of Items	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	

(b) My/Our above noted acknowledgement of Entrepreneurial Memorandum Part-II has not been
cancelled or withdrawn by the Industries Department and that the enterprise is regularly
manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to
manufacture the above noted items.

(d) The present status of the firm is as per acknowledgment of Entrepreneurial Memorandum
Part-II issued on the date of District Industries Center, _____.

Place _____

Signature of
Proprietor/Director Authorized Signatory
With Rubber Stamp and date

VERIFICATION

I, _____ S/o _____ Aged _____ Years residing
at _____ Proprietor/ Partner/ Director of M/s
_____ verify and confirm that the contents at (a),
(b), (c) & (d) above are true and correct to the best of my knowledge and nothing has been
concealed therein. So, help me God.

DEPONENT

**GENERAL
AMENDMENT IN ITB AND GCC**

The various clauses wherever appearing in the Instructions to Bidders (ITB), General Conditions of Contract (GCC), Technical Specifications, Qualification Requirements, various Schedules etc., are hereby amended to the extent as under:-

1. Wherever EMD and Security Bank Guarantee (SBG), are appearing in the ITB, GCC & other Bidding Documents, same is hereby replaced by BID SECURITY as under:-

A. Following arrangement is applicable upto 31.12.2021 in respect of tenders which are due for opening.

BID SECURITY DECLARATION:

In lieu of Bid security, bidders are required to furnish Form of Bid Securing Declaration (Appendix-B) on Rajasthan Non-judicial Stamp Paper of Rs. 50/- (excluding surcharge on Stamp Paper, as per rules).

Encls.: Appendix-B

The bidders are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when they withdraw or modify our bid after opening of bids;
- (b) when they do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when they fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when they do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if they breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar the bidder from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

B. IF THE BIDDER IS REQUIRED TO PAY THE BID SECURITY AMOUNT AS ABOVE, THEN IT WILL BE AS UNDER:

Bid security shall be **1%** of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be **0.25%** of **the quantity offered** for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be **0.50%** of the value of bid. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

In case SSI units of Rajasthan quote less than the tendered quantity then they are required to furnish Bid Security @ 0.25% of the estimated value of quantity offered on the basis of estimated unit FOR destination price.

The Bid Security amount (as applicable) to be paid by Demand Draft/Banker's Cheque in favour of Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur (payable at Jodhpur) or Bank Guarantee, in specified format (**Appendix-A**), of a scheduled bank in favour of Superintending Engineer (MM&C), JdVVNL,

Jodhpur, be deposited in the office of the Superintending Engineer (MM&C), JdVVNL, Jodhpur, New Power House, Jodhpur.

The Bank Guarantee against Bid Security be issued by Nationalized / Scheduled Bank. The same may be accepted after confirmation by issuing Bank. If any Bid Security Bank Guarantee not is proper format / not confirmed by the issuing Bank the same would not be accepted and the bidder would be immediately shorted out from bid process.

The Micro, Small & Medium Scale Industries of Rajasthan and sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR) shall furnish self-attested documentary evidence duly attested by Notary to claim the above.

- 2) Wherever Performance Bank Guarantee (PBG) and Composite Bank Guarantee (CBG) are appearing in the ITB, GCC & other Bidding Documents, same are hereby replaced by PERFORMANCE SECURITY as under:-**

PERFORMANCE SECURITY

The Performance security wherever appearing in the tender document may be read as under:-

- (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works;
- (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries or MSME units of Rajasthan; and
- (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and

In case of successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.

3) VENDOR REGISTRATION

The relaxation/exemption given to the registered vendors of the Nigam in respect of EMD/SBG, wherever appearing in the ITB, GCC & other Bidding documents, are hereby WITHDRAWN.

- 4) The indirect taxes i.e. Excise Duty, Service Tax, VAT/CST, Entry Tax etc. mentioned in G.C.C., may now be read as G.S.T.**

- 5) The following amendment is hereby made in GCC Clause No. 1.43 (Due Date of Payment):**

Payment shall be due and payable by the purchaser in accordance with the provision of the contract within a reasonable period from the date of receipt of each invoice by the contractor / supplier duly supported by a certificate of the Engineer. The purchaser will take all possible effort to make payment to the contractor / supplier generally on **45th day** after receipt of duly verified challans / receipts / bill in the office of paying authority {Sr. Accounts Officer (Cash & CPC) Jodhpur Discom, Jodhpur / Concerned Circle Accounts Officer} and completion of contractual formalities. But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor / supplier.

- 6) The GST will be charge extra at the prevailing rate on all the settlement fees as applicable and amended time to time.

7) APPEAL:

i. If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued there under, he may file 1st & 2nd appeal under section 38 of RTPP Act-2012 to the following appeal authorities **within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:**

Sr.No	Type of Appeal	Name & Designation of appellate authority
1	First appeal	Chairman, Discoms
2	Second appeal	Energy Department, Government of Rajasthan

ii) The form of appeal shall be as per Rule 83 of RTPP Rules, 2013 and memorandum of appeal shall be filled as per form-1 as prescribed under RTPP Rules, 2013.

Fee for appeal: - Subject to rule 84 of the RTPP Rule 2013 the fee shall be as under:-

a. For First Appeal:- Rs. 2,500/- (Rupees Two Thousand Five Hundred Only)+GST.

b. For Second Appeal:- Rs. 10,000/- (Rupees Ten Thousand Only)+GST.

iii) It is further intimated that the fee shall be paid in the form of Demand Draft of Bankers Cheque of a Scheduled Bank payable in the name of Sr. Accounts Officer (Cash & CPC), JdVVNL, Jodhpur.

iv) Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

v) Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

vi) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

vii) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

8) The bidders should be qualified, not be insolvent, not be in receivership, not be bankrupt or being wound up, should not have affairs administered by a court or a judicial officers, should not have business activities suspended, should not be blacklisted or debarred by any utility/ government agency, should not have a conflict of interest. For this bidder is required to furnish a Declaration as per Appendix-C, on Rajasthan Non-Judicial Stamp Paper of Rs. 100/ (excluding surcharge on Stamp Paper, as per rules).”

9) In case the terms & conditions mentioned in PO, ITB & GCC are modified/differ from RTPP Act, then RTPP Act shall supersede.

ADDENDUM IN ITB

Addendum in the provision of Instruction to Bidder (ITB) in the clause No. 1.12.2 for quantity allocation as per award criteria of purchase manual in accordance to the clause no. 74 of RTPP rules:

1.12.2 (A) for quantity allocation

(i) Trial order under Para No. 22.17 (a) & (b) of purchase manual

(a) Any bidder located within or outside the state of Rajasthan has participated for the first time in a particular Discom& meeting minimum qualification requirement and has supplied the tendered material/or of higher rating in other utility shall be treated as an old supplier. Rajasthan's firms although supplied in past but not meeting minimum quantity supplied criterion including altogether new units which have not supplied any quantity but having adequate & required manufacturing and testing facility and technical know-how of the tendered material shall be considered as new firms and would be eligible for trial order only. In case supply made to the licensed power utility outside India, the C.A. certificate furnished by the firm shall be considered.

Note:- The material supplied and accepted for same/higher rating for turnkey project (s) to a licensed power utility/Govt. shall be considered for the purpose of evaluating criteria. The certificate given by C.A. shall indicate above quantity separately.

(b) (i) The trial order for a particular item shall not generally exceed 10% of the total quantity considered for placement of order. This ceiling may, however, be relaxed by the corporate level purchase committee up to the extent of 30% to take the advantage of lower price where situation of differential price offering is arising.

(ii) The capacity & capability assessment of a bidder located outside state of Rajasthan who otherwise qualifies but is participating for the first time shall not be carried out.

Similarly, for the tendered item(s) where the valid BIS license is an essential qualification requirement and the bidder possesses the valid BIS but new to the utility. The capacity/capability assessment of such a bidder shall also not be carried out.

(ii) Award criteria under Para No. 10.2 (iii) of purchase manual

(a) In case of distribution transformers of rating 40 KVA and below, LT cables & conductors and fabricated steel items, order quantity may be distributed in the following manner:-

**20% to L1
15% to L2
10% to L3
05% to L4**

50% to be distributed equally among other firms subject to the condition that not more than 5% of the quantity to be purchased will be allotted to any one of such firms. The balance, if any will be distributed in the same proportion as indicated above among the first four firms.

(b) In case of other items except poles, order quantity may be distributed in the following manner:-

**40% to L1
20% to L2**

10% to L3
06% to L4

The balance quantity may be equally distributed among other firms subject to the condition that not more than 4% of the quantity to be purchased will be allotted to any one of such firm. The balance, if any will be distributed in the same proportion as indicated above among the first four firms.

(c) In case of poles, the order may be awarded on the basis of landed cost (material and transportation taken together). The allocation of quantity location/destination wise may be made among the eligible firms in equal proportion as far as possible.

APPENDIX-A

Bank Guarantee No. _____.
Security Amount : _____.
Issued on dated : _____.
Valid upto : _____.
Claim upto / Grace period: _____.

PERFORMA OF BANK GUARANTEE FOR BID SECURITY

(Bank Guarantee in lieu of bid Security on non-judicial Stamp Paper of Rajasthan State of 0.25% of the B.G. value or Rs.25,000/-, whichever is less)

To,

The Superintending Engineer (MM&C),
Jodhpur VidyutVitaran Nigam Limited,
Jodhpur.

1. Whereas _____ (name of the Bidder) (hereinafter called “the Bidder”) has submitted its bid dated _____ (date of submission of bid) for _____ (name of contract/ name of the material with Bid no. / TN No. _____) (hereinafter called “the Bid”).
2. KNOW ALL PEOPLE by these presents that WE _____ (name and address of branch of Bank) of _____ (name of country), having our registered office at _____ (addresses of bank) (hereinafter called “the Bank”), are bound unto _____ (name of Purchaser) (hereinafter called “the Purchaser”) in the sum of Rs. * _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents sealed with the Common Seal of the said Bank this _____ day of _____ 20____.
3. THE CONDITIONS of this obligation are :
 - i. If the bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
 - ii. If the bidder refuses to accept the correction of error in his Bid; or
 - iii. If the bidder, having been notified of the acceptance of its Bid by the purchaser during the period of bid validity:
 - a. Fails or refuses to execute the Contract Agreement within the time specified in purchase / work order, if required, or
 - b. Fails or refuses to furnish the performance security within the time specified in purchase / work order in accordance with the GCC, or
 - c. Fails to commence supply of goods or services or execute work as per purchase / work order within time specified.
 - iv. If the bidder breaches any provision of the Code of integrity specified in the RTPP Act and Chapter VI of the RTPP Rules.
4. We undertake unconditionally and irrevocably to guarantee as primary obligator and not as surety merely to pay to the purchaser a sum of Rs. _____ (in words Rs. _____) upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the above three conditions specifying the occurred condition or conditions.
5. The decision of the Superintending Engineer (MM&C), Jodhpur VidyutVitaran Nigam Limited, Jodhpur shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.
6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the Contractor or without our consent or knowledge.
7. The guarantee herein contained shall not be affected by any change in the constitution of the Contractor.

8. We _____(Bank Name) further undertake not to revoke this guarantee during its currency except with the previous consent of the Superintending Engineer (MM&C), Jodhpur VidyutVitaran Nigam Limited, Jodhpur.
9. All disputes arising under the said guarantee between the Bank and the Nigam or between the Contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of the Courts in Jodhpur, Rajasthan alone.
10. This guarantee will remain in force up to and including one hundred eighty (180) days after the date of the opening of bids, i.e. upto _____, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,
Bankers (EXECUTANT)
Signed by the above named Bank in presence of :
(signature with full Name and Address)

Witness :

1. _____.
2. _____.

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing Bank.

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid.

Note : In case the bid is submitted by a Joint Venture, the Bid Bank guarantee shall be in the name of Lead partner or in the name of joint venture partners submitting the Bid covering all the partners of the joint venture.

APPENDIX-B

FORM OF BID-SECURING DECLARATION

(On Rajasthan Non-Judicial Stamp Paper worth Rs.50/- + Surcharge on Stamp Paper as per rules duly notarized)

Form of Bid-Securing Declaration

Date:

Bid No. :

Alternative No. :

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) When we withdraw or modify our bid after opening of bids;
- (b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (i) we are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) The cancellation of the procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed.:-----

Name: . _-----

In the capacity of: -----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal. ----- .-----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid]

APPENDIX-C

Declaration by the Bidder

(On Rajasthan Non-Judicial Stamp Paper worth Rs.100/- + Surcharge on Stamp Paper as per rules)

In relation to my/ our bid submitted to SE (MM&C) JdVVNL, Jodhpur, For procurement of _____ in response to their notice inviting bids under TN- _____ I/We hereby declare that : -

We are qualified, not insolvent, not in receivership, not bankrupt or being wound up, not have affairs administered by a court or a judicial officers, not have business activities suspended, not blacklisted or debarred by any utility/ government agency, not have a conflict of interest.

Signed _____
Name _____

In the capacity of _____

Duly authorized to sign the bid for an on behalf of :

Dated on _____ day of _____

Corporate Seal _____

ANNEXURE-A

SELF ATTESTED UNDERTAKING TO BE GIVEN ON FIRM'S LETTER HEAD

We, the undersigned declare that:

1. Our firm, its affiliates of subsidiaries including any subcontractor or suppliers for any part of the contract have not debarred by the state government or the procuring entity or a regulatory authority under any applicable law.
2. We declare that we have complied with and shall continue to comply with the provision of the code of integrity including conflict of interest as specified for bidders in the RTPP Act 2012, RTPP Rules 2013 and the bidding document during the procurement process and execution of contract till completion of all our obligation under contract.
3. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the procuring entity.
4. I/We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document.
5. I/We are not insolvent, not in receivership, not bankrupt or being wound up, not have affairs administered by a court or judicial officers, not have business activities suspended, **not be blacklisted or debarred by any utility/ government agency**, not have a conflict of interest and not the subject of legal proceeding for any of the foregoing reasons.
6. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/ our professional conduct or the making of false statements or misrepresentations as to my/ our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
7. I/We do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.

**Firm's Name
Seal &
Signature**